

FORM OF HIRE PURCHASE AGREEMENT.

AN agreement made this day of , 19 , between the National Council of the Young Men's Christian Associations of New Zealand (Incorporated) being a body incorporated under the Religious Charitable and Educational Trusts Act, 1908, and having its registered office at No. 114 The Terrace, Wellington (hereinafter called the Owner) of the one part and , of , Labourer (hereinafter with his successors and assigns called the Hirer) of the other part, whereby in consideration of the payments hereinafter reserved it is mutually agreed and declared between and by the parties hereto in manner following that is to say:—

1. In this Agreement if not inconsistent with the context—

- (a) "The works" means the Public Work on which the Hirer is employed at the time of execution of this Agreement.
- (b) "The Y.M.C.A. Hut" means the premises for the time being or from time to time occupied by the officer in charge of Y.M.C.A. activities on the works.
- (c) "The Hirer's hut" means the structure in which the Hirer resides while on the works.
- (d) "The Owner's Agent" means the Agent of the Owner at the work and in the absence of any duly authorised agent of the Owner means the officer of the Public Works Department for the time being in charge of the works.

2. Subject to the terms and conditions herein set forth, the Owner will let and the Hirer will take on hire the radio receiving set and accessories described and enumerated in the Schedule hereto (hereinafter called "the set" which term shall include the said radio receiving set and accessories collectively and every item thereof severally).

3. The Hirer has paid to the Owner on or prior to the execution of this Agreement the sum of £ (as the Owner doth hereby acknowledge and admit) as consideration for the option of purchase hereinafter contained and which sum is now the absolute property of the Owner.

4. The Hirer shall during the continuance of the hiring pay by way of rental the sum of per fortnight the first such payment to be made on the day of and thereafter continuing until eight such instalments have been paid.

5. For the better securing to the Owner of the Payments required under this Agreement to be made by the Hirer, the Hirer hereby authorizes the Paymaster-General to pay such sums to the Owner out of wages from time to time due to him as an employee of the Public Works Department and agrees with the Owner that he will on execution hereof and from time to time hereafter at his own expense prepare and execute all such orders, authorities, vouchers and other documents whether of similar or dissimilar kind that may be necessary to secure or ensure payment of such sums to the Owner.

6. Delivery of the set shall be given and taken at

7. Any moneys at any time payable by the Hirer under these presents shall be paid to the Clerk in charge of wages in the Public Works Department to be credited by him to the Public Works Trust Account for disbursement to the Owner and the official receipt of the Public Works Department shall be a sufficient discharge to the Hirer in respect of any moneys so paid.

8. If all the provisions required by these presents to be observed performed or complied with on the part of the Hirer be duly observed performed and complied with and if the Hirer shall have duly paid the periodical payments and all other payments if any which shall become payable by him under this Agreement the set shall thereupon become the sole and absolute property of the Hirer and the Owner will execute and do all such acts deeds and things as may be necessary for vesting the set in the Hirer absolutely; but otherwise the set shall remain the sole property of the Owner.

9. Until a breach by the Hirer of any provision on the part of the Hirer herein contained or the occurrence of any other event terminating this agreement and entitling the Owner to immediate possession of the plant, the Hirer shall be entitled at any time to make in one sum and in advance of the due dates aforesaid the said payments and thereupon the set shall become the property of the Hirer.

10. The Hirer may at any time terminate the hiring by delivering the set at the risk and cost of the Hirer to the Owner's Agent and paying all moneys then payable hereunder.

11. The Hirer will forthwith on taking delivery of the set remove the same to the Hirer's Hut and will not thence remove the set except with the consent in writing of the Owner.

12. The Hirer will at all times during the continuance of the hiring keep the set in his own custody and will not sell, assign, pledge, mortgage, underlet, lend or otherwise part with the possession or custody thereof without the previous written consent of the Owner.

13. It is hereby agreed and declared that the Owner gives no guarantee whatever in respect of the set, but will not knowingly do anything that would or might deprive the Hirer of the benefit of the Supplier's guarantee.

14. In the event of the set proving unsatisfactory in any respect or requiring any repairs, renewals or adjustment during the period of hire, the Hirer shall arrange through the Owner for the work to be done by the Suppliers of the set and will not do or permit to be done anything that would or might vitiate the Supplier's guarantee supplied with the set.

15. The Hirer shall during the continuance of the hiring at his own expense keep the set in good and complete working order, repair and condition with all necessary reparations and renewals and under cover and protected from the weather and will indemnify the Owner against any loss or damage to the set from whatever cause arising.